

IN THE SUPREME COURT OF PENNSYLVANIA

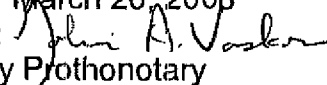
OFFICE OF DISCIPLINARY COUNSEL,	:	No. 1335 Disciplinary Docket No. 3
Petitioner	:	
	:	No. 164 DB 2007
v.	:	
	:	Attorney Registration No. 45866
ANTHONY L. CIANFRANI,	:	
Respondent	:	(Philadelphia)

ORDER

PER CURIAM:

AND NOW, this 26th day of March, 2008, upon consideration of the Recommendation of the Three-Member Panel of the Disciplinary Board dated December 7, 2007, the Joint Petition in Support of Discipline on Consent is hereby granted pursuant to Rule 215(g), Pa.R.D.E., and it is

ORDERED that Anthony L. Cianfrani is suspended on consent from the Bar of this Commonwealth for a period of five years and he shall comply with all the provisions of Rule 217, Pa.R.D.E.

A True Copy John A. Vaskov
As of: March 26, 2008
Attest: 
Deputy Prothonotary
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

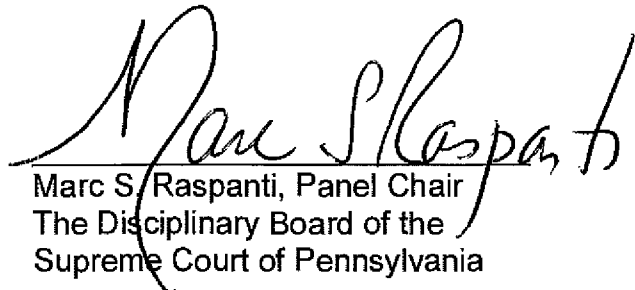
OFFICE OF DISCIPLINARY COUNSEL	:	No. 164 DB 2007
Petitioner	:	
	:	
v.	:	Attorney Registration No. 45866
	:	
ANTHONY L. CIANFRANI	:	
Respondent	:	(Philadelphia)

RECOMMENDATION OF THREE-MEMBER PANEL
OF THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

The Three-Member Panel of the Disciplinary Board of the Supreme Court of Pennsylvania, consisting of Board Members Marc S. Raspanti, Jonathan H. Newman and Stewart L. Cohen, has reviewed the Joint Petition in Support of Discipline on Consent filed in the above-captioned matter on November 15, 2007.

The Panel approves the Joint Petition consenting to a Five Year Suspension and recommends to the Supreme Court of Pennsylvania that the attached Petition be Granted.

The Panel further recommends that any necessary expenses incurred in the investigation and prosecution of this matter shall be paid by the respondent-attorney as a condition to the grant of the Petition.


Marc S. Raspanti, Panel Chair
The Disciplinary Board of the
Supreme Court of Pennsylvania

Date: December 7, 2007

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, :
Petitioner :
: No. DB 2007
v. :
: Atty. Reg. No. 45866
ANTHONY L. CIANFRANI, :
Respondent : (Philadelphia)

JOINT PETITION IN SUPPORT OF DISCIPLINE
ON CONSENT UNDER RULE 215(d), Pa.R.D.E.

Petitioner, Office of Disciplinary Counsel, by Paul J. Killion, Esquire, Chief Disciplinary Counsel, and by Richard Hernandez, Esquire, Disciplinary Counsel, and Respondent, Anthony L. Cianfrani, who is represented by Samuel C. Stretton, Esquire, file this Joint Petition In Support Of Discipline On Consent Under Rule 215(d) of the Pennsylvania Rules of Disciplinary Enforcement and respectfully represent that:

1. Respondent, Anthony L. Cianfrani, was born on September 12, 1955, and was admitted to practice law in the Commonwealth on May 16, 1986. Respondent is currently on active status.

2. According to attorney registration records, Respondent's public access address is Suite 1920, 1500 Walnut Street, Philadelphia, PA 19102. Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court.

FILED

NOV 15 2007

Office of the Secretary
The Disciplinary Board of the
Supreme Court of Pennsylvania

3. Respondent received a Request for Statement of Respondent's Position (Form DB-7) dated June 8, 2006.

4. By letter dated August 3, 2006, Respondent submitted a response to the DB-7 letter.

5. After Petitioner's Auditor completed his analysis of financial records relating to Respondent's IOLTA account with Bank of America and a review of non-financial documents provided by Respondent, Petitioner sent to Respondent a Supplemental Request for Respondent's position (Form DB-7A) dated May 16, 2007.

6. By letter dated May 30, 2007, Respondent submitted a response to the DB-7A letter.

7. On October 19, 2007, Respondent's counsel, Samuel C. Stretton, Esquire, advised Petitioner that Respondent had agreed to enter into a joint recommendation for consent discipline.

**SPECIFIC FACTUAL ADMISSIONS AND
RULES OF PROFESSIONAL CONDUCT VIOLATED**

8. Respondent hereby stipulates that the following factual allegations drawn from the DB-7 letter and the DB-7A letter are true and correct and that he violated the charged Rules of Professional Conduct as set forth herein.

9. At all times relevant hereto, Respondent maintained an IOLTA account for holding fiduciary funds with Bank of America (formerly known as Fleet Bank), account number 9420149312, entitled "ANTHONY L. CIANFRANI ATTORNEY AT LAW

IOLTA ACCOUNT" ("the IOLTA account").

10. At all times relevant hereto, Respondent maintained a personal checking account with Bank of America (formerly known as Fleet Bank), account number 9451190430, entitled "ANTHONY L. CIANFRANI" ("the checking account").

11. At all times relevant hereto, Respondent maintained a business account for the private practice of law with Bank of America (formerly known as Fleet Bank), account number 9420149320, entitled "ANTHONY L. CIANFRANI DBA LAW OFFICES OF ANTHONY CIANFRANI" ("the business account").

THE GONGORA CASE

12. Respondent represented Ms. Edelmira Gongora for injuries she sustained in a motor vehicle accident.

a. Respondent filed a civil case on behalf of Ms. Gongora in the Philadelphia Court of Common Pleas, said case captioned ***Edelmira Gongora vs. Kelly Thomas, Yamia Shepp, and Soskia Pineda***, CP No. 030700160.

13. In or about May 2004, Respondent settled Ms. Gongora's personal injury case for \$83,314.00.

a. Ms. Gongora approved of the settlement.

14. Sometime in May 2004, Respondent received the settlement check for Ms. Gongora's personal injury case.

a. Respondent deposited this settlement check into the IOLTA account.

15. In May 2004, Respondent presented Ms. Gongora with check number 1103, in the amount of \$49,953.00, drawn on the IOLTA account.

- a. This check represented Ms. Gongora's share of the settlement proceeds.

16. Sometime between May 2004 and April 29, 2005, the balance in the IOLTA account fell below \$49,953.00, the amount of funds Respondent was to hold in trust on behalf of Ms. Gongora.

- a. As of April 29, 2005, Respondent no longer held in the IOLTA account any of the funds that he was required to hold in trust on behalf of Ms. Gongora.

17. Respondent converted all of the funds belonging to Ms. Gongora.

18. Respondent did not have Ms. Gongora's permission to use her funds.

19. On May 23, 2005, Ms. Gongora came to Respondent's office and had with her check number 1103.

- a. Check number 1103 was destroyed because it was stale.
- b. At Ms. Gongora's request, Respondent drafted two checks, check number 1161, made payable to her son, Philip Collice, in the amount of \$5,000.00, and check number 1162, made payable

to Ms. Gongora, in the amount of \$44,953.00.

- c. Both of these checks were drawn on the IOLTA account.

20. On May 31, 2005, Bank of America transacted check number 1161.

- a. At the time check number 1161 was transacted, the funds in the IOLTA account belonged to Banner Promotions, a company owned by Mr. Arthur Pelullo.
- b. Respondent used funds belonging to Banner Promotions to honor check number 1161.
- c. After the fact, Respondent disclosed to Mr. Pelullo that he had used funds belonging to Banner Promotions and Mr. Pelullo gave consent to Respondent having used funds belonging to Banner Promotions.

21. On June 21, 2006, Ms. Gongora attempted to negotiate check number 1162.

- a. On June 14, 2006, the opening day balance in the IOLTA account was \$751.87.
- b. On the date that Bank of America transacted check number 1162, the end-of-the-day IOLTA account balance was -\$44,201.13.
- c. On June 22, 2006, Bank of America dishonored check number 1162 for non-sufficient funds and

reversed the charge to the IOLTA account, returning the balance to \$751.87.

- d. Respondent presented Ms. Gongora with check number 1183, in the amount of \$44,953.00, drawn on the IOLTA account, as a replacement check for check number 1162.
- e. On June 30, 2006, Respondent deposited \$44,210.00 into the IOLTA account; the source of these funds was a \$20,000 loan from Respondent's parents and a credit card cash advance.
- f. On July 13, 2006, Ms. Gongora negotiated check number 1183 without further incident.

THE D'ORSANEO CASE

22. Respondent represented Ms. Hannah D'Orsaneo in a personal injury case.

23. In or about March 2005, Respondent settled Ms. D'Orsaneo's personal injury case for \$5,446.00.

24. In or about March 2005, Respondent received the settlement check for Ms. D'Orsaneo's personal injury case.

- a. Respondent deposited this settlement check into the IOLTA account.

25. Under cover of letter dated April 6, 2005, Respondent, *inter alia*, enclosed check number 1157, payable to Ms. D'Orsaneo, in the amount of \$3,420.00, drawn on the IOLTA

account.

- a. This check represented Ms. D'Orsaneo's share of the settlement proceeds.

26. Sometime between the date of Respondent's deposit of the settlement proceeds into the IOLTA account and April 29, 2005, Respondent expended Ms. D'Orsaneo's share of the settlement proceeds that Respondent was required to hold in trust on her behalf.

- a. As of April 29, 2005, Respondent no longer held in the IOLTA account any of the funds that he was required to hold in trust on behalf of Ms. D'Orsaneo.

27. Respondent converted all of the funds belonging to Ms. D'Orsaneo.

28. Respondent did not have Ms. D'Orsaneo's permission to use her funds.

29. On May 23, 2005, Bank of America transacted check number 1157.

- a. At the time check number 1157 was transacted, the funds in the IOLTA account belonged to Banner Promotions.

THE KEARNEY CASE

30. Respondent represented Mr. Terry Kearney in a civil rights case filed in the United States District Court for the Eastern District of Pennsylvania, said case captioned **Terry**

Kearney v. City of Philadelphia, et al., Civil Action No. 03-5734.

31. In or about June 2005, Respondent settled Mr. Kearney's civil rights case for \$10,000.00.

32. On or about June 30, 2005, Respondent received a \$10,000.00 check from the City of Philadelphia.

a. Respondent deposited this settlement check into the IOLTA account.

33. Mr. Kearney was entitled to receive \$5,832.17 from the settlement proceeds.

34. From July 6, 2005 through October 19, 2005, the balance in the IOLTA account fell below \$5,832.17, the amount of funds that Respondent was required to hold in trust on behalf of Mr. Kearney.

a. From July 15, 2005 through August 21, 2005, the balance in the IOLTA account was -\$41.31.

35. Respondent converted all of the funds belonging to Mr. Kearney.

36. Respondent did not have Mr. Kearney's permission to use any portion of his share of the settlement funds.

37. On or about November 17, 2005, Respondent presented to Mr. Kearney check number 1171, in the amount of \$5,832.17, drawn on the IOLTA account.

38. On November 29, 2005, Bank of America transacted check number 1171.

- a. At the time check number 1171 was transacted, the funds in the IOLTA account belonged to Respondent and Mr. Kenneth Greene.
- b. Respondent did not have Mr. Kenneth Greene's permission to use his funds to honor check number 1171.

THE GREENE CASE

39. Respondent represented Mr. Kenneth Greene in a motor vehicle accident case.

- a. Respondent filed a civil case on behalf of Mr. Kenneth Greene in the Philadelphia Court of Common Pleas, said case captioned **Kenneth Greene vs. Marshall Gardner**, CP No. 050302826.

40. On November 16, 2005, a panel of arbitrators issued a \$1,500.00 award in favor of Mr. Kenneth Greene.

41. Under cover of letter dated November 21, 2005, Respondent received a \$1,500.00 check from Charles P. Menszak, Jr., Esquire, counsel for Mr. Gardner.

- a. On November 28, 2005, Respondent deposited this check into the IOLTA account.

42. Mr. Kenneth Greene was entitled to receive \$763.00 of the \$1,500.00 check, after deducting Respondent's fees and costs.

43. Respondent used Mr. Kenneth Greene's share of the \$1,500.00 check to honor check number 1171, as discussed

supra, paragraphs 37-38.

44. Respondent converted Mr. Kenneth Greene's share of the \$1,500.00 check.

45. Respondent did not have Mr. Kenneth Greene's permission to use any portion of his share of the \$1,500.00 check.

46. By check number 2555 dated November 28, 2005, Respondent paid to Mr. Greene the sum of \$763.00, drawn on the ***business*** account.

THE CORBITT CASE

47. Respondent represented Ms. Geneva Corbitt in a personal injury case.

a. Respondent filed a civil case on behalf of Ms. Corbitt in the Philadelphia Court of Common Pleas, said case captioned ***Geneva Corbitt vs.***

Eun Hyuk Choi, CP No. 050603420.

48. Sometime in October 2005, Respondent settled Ms. Corbitt's personal injury case for \$6,000.00.

49. On or about October 21, 2005, Respondent received a \$6,000.00 settlement check.

a. Respondent deposited this settlement check into the IOLTA account.

50. Ms. Corbitt was entitled to receive \$4,000.00 from the settlement proceeds.

51. On October 25, 2005 through October 26, 2005, the

balance in the IOLTA account fell to \$3,833.69.

52. Respondent converted funds belonging to Ms. Corbitt.

53. Respondent did not have Ms. Corbitt's permission to use any portion of her share of the settlement funds.

54. On or about October 27, 2005, Respondent presented to Ms. Corbitt check number 1167, in the amount of \$4,000.00, drawn on the IOLTA account.

a. From October 27, 2005 through October 31, 2005, Respondent made a series of transfers of funds from the checking account to the IOLTA account totaling \$2,875.00.

55. On November 2, 2005, Bank of America transacted check number 1167.

a. At the time check number 1167 was transacted, the funds in the IOLTA account were comprised of funds belonging to Respondent and Ms. Corbitt.

THE WILSON CASE

56. Respondent represented Mr. Ronald Wilson in a motor vehicle accident case.

57. Sometime in October 2005, Respondent settled Mr. Wilson's motor vehicle accident case for \$3,500.00.

58. On or about October 24, 2005, Respondent received a \$3,500.00 settlement check from Liberty Mutual.

a. Respondent deposited this settlement check

into the IOLTA account.

59. Mr. Wilson was entitled to receive \$2,087.39 from the settlement proceeds.

60. Isaac Greene, Esquire, was entitled to receive \$514.05 from the settlement proceeds as a referral fee.

61. From October 25, 2005 through October 27, 2005, the balance in the IOLTA account fell below \$6,601.44, the total amount of funds Respondent was required to hold in trust on behalf of Mr. Wilson, Mr. Isaac Greene, and Ms. Corbitt (as discussed *supra*).

62. From October 25, 2005 through October 26, 2005, the balance in the IOLTA account was only \$3,833.69.

63. Respondent converted funds belonging to Mr. Wilson and Mr. Isaac Greene.

64. Respondent did not have Mr. Wilson's or Mr. Isaac Greene's permission to use their shares of the settlement funds.

65. On or about October 28, 2005, Respondent presented to Mr. Wilson check number 1168, in the amount of \$2,087.39, drawn on the IOLTA account.

66. On or about October 28, 2005, Respondent presented to Mr. Isaac Greene check number 1169, in the amount of \$514.05, drawn on the IOLTA account.

67. From October 27, 2005 through October 31, 2005, Respondent made a series of transfers of funds from the

checking account to the IOLTA account totaling \$2,875.00.

68. On October 31, 2005, Bank of America transacted check numbers 1168 and 1169.

a. At the time check numbers 1168 and 1169 were transacted, the funds in the IOLTA account were comprised of funds belonging to Respondent and Ms. Corbitt.

THE LAWRENCE CASE

69. Respondent represented Devon Lee Lawrence, a minor, in a personal injury case.

a. Respondent filed a civil case on behalf of Master Lawrence in the Philadelphia Court of Common Pleas, said case captioned ***Devon Lee Lawrence, et al. vs. Maurice Hickman, et al.,*** CP No. 040900225.

70. Sometime in November 2005, Respondent settled Master Lawrence's personal injury case for \$25,000.00.

71. On December 5, 2005, Respondent filed a Petition for Leave to Compromise a Minor's Action ("the Lawrence Petition"), for the purpose of obtaining court approval of the settlement Respondent negotiated on behalf of Master Lawrence.

72. By Order dated December 7, 2005, the court approved the Lawrence Petition and directed distribution of the \$25,000.00 in settlement proceeds as follows:

a. \$9,051.32 to Respondent for his fees

(\$7,855.32) and costs (\$1,196.00); and

- b. \$15,948.63 to be deposited in a savings account or certificate until such time as Master Lawrence reaches majority age.

73. On December 14, 2005, Respondent received a \$25,000.00 settlement check on behalf of Master Lawrence.

- a. Respondent deposited this settlement check into the IOLTA account.

74. Gary Server, Esquire, was entitled to a referral fee of \$2,592.15 from the fees Respondent received for representing Master Lawrence.

75. Respondent was required to hold in trust in the IOLTA account \$18,540.78 on behalf of Master Lawrence and Mr. Server.

76. From December 23, 2005 through January 17, 2006, the balance in the IOLTA account fell below \$18,540.78, the amount that Respondent was required to hold in trust on behalf of Master Lawrence and Mr. Server.

- a. On January 17, 2006, the balance in the IOLTA account fell to \$5,021.65.

77. Respondent converted funds belonging to Master Lawrence.

78. Respondent did not have the permission of the court to use any portion of Master Lawrence's share of the settlement funds.

79. On or about January 24, 2006, Respondent presented to Mr. Server check number 1174, in the amount of \$2,592.17, drawn on the IOLTA account.

80. On January 24, 2006, Bank of America transacted check number 1174.

81. On or about January 26, 2006, Respondent presented to Freedom Credit Union check number 1175, in the amount of \$15,948.63, drawn on the IOLTA account.

a. The funds from this check were used to purchase from Freedom Credit Union a savings certificate on behalf of Master Lawrence, in accordance with the court's December 7, 2005 Order.

82. On January 26, 2006, Bank of America transacted check number 1175.

a. At the time check number 1175 was transacted, the funds in the IOLTA account were comprised of funds belonging to Respondent and Mr. Pedro Ortiz.

b. Respondent did not have Mr. Ortiz's permission to use his funds to honor check number 1175.

THE ORTIZ CASE

83. Respondent represented Mr. Pedro Ortiz in a personal injury case.

84. Sometime in January 2006, Respondent settled Mr.

Ortiz's personal injury case for \$15,000.00.

85. On or about January 18, 2006, Respondent received a \$15,000.00 settlement check on behalf of Mr. Ortiz.

a. Respondent deposited this settlement check into the IOLTA account.

86. Mr. Ortiz was entitled to receive \$10,000.00 from the settlement proceeds.

87. On January 26, 2006, Respondent used Mr. Ortiz's entire share of the settlement proceeds to honor check number 1175 drawn on the IOLTA account, as discussed *supra*.

88. Respondent converted Mr. Ortiz's entire share of the \$15,000.00 settlement check.

89. Respondent did not have Mr. Ortiz's permission to use his share of the settlement funds.

90. On or about January 30, 2006, Respondent presented to Mr. Ortiz check number 1176, in the amount of \$10,000.00, drawn on the IOLTA account.

91. On January 30, 2006, Mr. Ortiz attempted to negotiate check number 1176.

a. On the date that Bank of America transacted check no. 1176, the end-of-the-day IOLTA account balance was -\$3,169.13.

b. On January 31, 2006, Bank of America dishonored check number 1176 for non-sufficient funds and reversed the charge to

the IOLTA account, returning the balance to \$6,830.87.

- c. On February 2, 2006, Respondent deposited into the IOLTA account a \$10,500 settlement check Respondent received in connection with a client matter involving Devon Clark, a minor.
- d. On February 3, 2006, Respondent used the proceeds from the \$10,500.00 settlement check to purchase a \$10,000.00 bank check from Bank of America; at Mr. Ortiz's direction, the bank check was made payable to "MEISSNER CHEVROLET."
- e. Respondent did not have the permission of the court to use any portion of Master Clark's share of the \$10,500 settlement funds.

THE CLARK CASE

92. Respondent represented Devon Clark, a minor, in a personal injury case.

- a. Respondent filed a civil case on behalf of Master Clark in the Philadelphia Court of Common Pleas, said case captioned **Devon Clark, et al. vs. Donnell Freeland**, CP No. 040802531.

93. Sometime in October 2005, Respondent settled Master Clark's personal injury case for \$10,500.00.

94. On December 13, 2005, Respondent filed a Petition

for Leave to Settle or Compromise a Minor's Action ("the Clark Petition"), for the purpose of obtaining court approval of the settlement Respondent negotiated on behalf of Master Clark.

95. By Order dated January 4, 2006, the court approved the Clark Petition and directed distribution of the \$10,500.00 in settlement proceeds as follows:

- a. \$4,255.64 to Respondent for his fees (\$3,075.58) and costs (\$1,180.06);
- b. \$1,120.00 to the Pennsylvania Department of Welfare to satisfy its lien; and
- c. \$4,624.00 to be deposited in a savings account or certificate until such time as Master Clark reaches majority age.

96. On February 2, 2006, Respondent deposited into the IOLTA account the \$10,500 settlement check Respondent received on behalf of Master Clark.

97. On February 3, 2006, Respondent used a portion of the proceeds from the \$10,500.00 settlement check to purchase a \$10,000.00 bank check from Bank of America, as discussed *supra*, paragraph 91(d).

98. On July 13, 2006, the end-of-the-day balance in the IOLTA account was \$8.87.

99. Respondent converted all of the funds belonging to Master Clark and the Pennsylvania Department of Public Welfare.

100. Respondent did not have the permission of the court to use any portion of Master Clark's share of the settlement funds.

101. Respondent did not have the permission of an authorized agent of the Pennsylvania Department of Public Welfare to use that government agency's share of the settlement funds.

THE McCLOSKEY CASE

102. Respondent represented Karen McCloskey and Anthony McCloskey, husband and wife, in a personal injury case.

- a. Respondent filed a civil case on behalf of Mr. and Mrs. McCloskey in the Court of Common Pleas of Montgomery County (assigned No. 05-10470).

103. Sometime in February 2006, Respondent settled Mr. and Mrs. McCloskey's personal injury case for \$35,000.00.

- a. On February 23, 2006, Mr. and Mrs. McCloskey executed a Release.

104. Sometime in March 2006, Respondent received a \$35,000.00 settlement check for Mr. and Mrs. McCloskey's personal injury case.

105. On March 7, 2006, Respondent deposited into the IOLTA account the \$35,000.00 settlement check Respondent received on behalf of Mr. and Mrs. McCloskey.

106. On July 13, 2006, the end-of-the-day balance in the

IOLTA account was \$8.87.

107. Respondent converted all of the funds belonging to Mr. and Mrs. McCloskey.

108. Respondent did not have the permission of Mr. and Mrs. McCloskey to use any portion of their share of the settlement funds.

109. By check number 1184 dated July 31, 2006, Respondent paid Mrs. McCloskey the sum of \$21,976.00, drawn on the IOLTA account.

THE ALAMARA CASE

110. Respondent represented Zaniab Alamara, a minor, in a personal injury case.

- a. Respondent filed a civil case on behalf of Miss Alamara in the Philadelphia Court of Common Pleas, said case captioned **Zaniab Alamara vs. Tenet Health System St. Christopher's Hospital for Children**, CP No. 050402924.

111. Sometime in November 2005, Respondent settled Miss Alamara's personal injury case for \$10,000.00.

112. On November 21, 2005, Respondent filed a Petition for Leave to Settle or Compromise a Minor's Action ("the Alamara Petition"), for the purpose of obtaining court approval of the settlement Respondent negotiated on behalf of Miss Alamara.

113. By Order dated December 13, 2005, the court approved the Alamara Petition and directed distribution of the \$10,000.00 in settlement proceeds as follows:

- a. \$3,470.68 to Respondent for his fees (\$3,216.18) and costs (\$254.50);
- b. \$1,477.13 to the Pennsylvania Department of Welfare to satisfy its lien; and
- c. \$5,052.19 to be deposited in a savings account or certificate until such time as Miss Alamara reaches majority age.

114. On April 12, 2006, Respondent deposited into the IOLTA account the \$10,000.00 settlement check he received on behalf of Miss Alamara.

115. On July 13, 2006, the end-of-the-day balance in the IOLTA account was \$8.87.

116. Respondent converted all of the funds belonging to Miss Alamara and the Pennsylvania Department of Public Welfare.

117. Respondent did not have the permission of the court to use any portion of Miss Alamara's share of the settlement funds.

118. Respondent did not have the permission of an authorized agent of the Pennsylvania Department of Public Welfare to use that government agency's share of the settlement funds.

119. From June 2005 through June 2006, Respondent commingled his personal funds with fiduciary funds held in the IOLTA account.

120. Respondent failed to maintain the IOLTA account records required by Comment [2] to RPC 1.15 and Pa.R.D.E. 221(g).

121. Respondent's misappropriation of funds was knowing and intentional.

122. By his conduct as alleged in Paragraphs 9 through 121 above, Respondent violated the following Rules of Professional Conduct:

- a. RPC 1.15(a) (effective 4/1/88, superseded effective 4/23/05), which states that a lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property. Funds shall be kept in a separate account maintained in the state where the lawyer's office is situated, or elsewhere with the consent of the client or third person. Other property shall be identified as such and appropriately safeguarded. Complete records of such account funds and other property shall be preserved for a period of five years after termination

of the representation;

- b. RPC 1.15(a) (effective 4/23/05), which states that a lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a client-lawyer relationship separate from the lawyer's own property. Such property shall be identified and appropriately safeguarded. Complete records of the receipt, maintenance and disposition of such property shall be preserved for a period of five years after termination of the client-lawyer relationship or after distribution or disposition of the property, whichever is later;
- c. RPC 1.15(b), which states that upon receiving property of a client or third person in connection with a client-lawyer relationship, a lawyer shall promptly notify the client or third person. Except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, a lawyer shall promptly deliver to the client or third person any property that the client or third person is entitled to receive and, upon request by the client or third person, shall

promptly render a full accounting regarding such property; and

- d. RPC 8.4(b), which states that it is professional misconduct for a lawyer to commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects; and
- e. RPC 8.4(c), which states that it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

SPECIFIC JOINT RECOMMENDATION FOR DISCIPLINE

123. Petitioner and Respondent jointly recommend that the appropriate discipline for Respondent's admitted misconduct is a suspension from the practice of law for a period of five years.

124. Respondent hereby consents to that discipline being imposed upon him by the Supreme Court of Pennsylvania. Attached to this Petition is Respondent's executed Affidavit required by Rule 215(d), Pa.R.D.E., stating that he consents to the recommended discipline and including the mandatory acknowledgements contained in Rule 215(d)(1) through (4), Pa.R.D.E.

125. In support of Petitioner and Respondent's joint recommendation, it is respectfully submitted that there are

several mitigating circumstances:

- a. Respondent has admitted engaging in misconduct and violating the charged Rules of Professional Conduct;
- b. Respondent has cooperated with Petitioner, as is evidenced by Respondent's admissions herein and his consent to receiving a suspension of five years;
- c. Respondent has practiced law for over twenty-one years and has no record of discipline;
- d. Respondent is remorseful for his misconduct and understands he should be disciplined, as is evidenced by his consent to receiving a suspension of five years;
- e. Respondent made restitution to several clients prior to receiving the June 8, 2006 DB-7 letter and has since made restitution to his remaining clients and the Pennsylvania Department of Public Welfare;
- f. During the period of Respondent's misconduct, Respondent was having marital difficulties arising from the recent adoption of a child and the subsequent birth of a biological child within a year of the adoption; Respondent's marital difficulties and increased family

obligations reduced Respondent's ability to devote his time and attention to his solo law practice, which in turn led to a diminishment in Respondent's earnings from his law practice.

126. Precedent suggests that Respondent's misconduct warrants a suspension of five years.

Attorneys who engage in a pattern of converting and commingling client funds have generally received discipline ranging from a five-year suspension to disbarment. See, e.g., *Office of Disciplinary Counsel v. James W. Knepp*, 497 Pa. 396, 441 A.2d 1197 (1982) (Respondent Knepp disbarred for converting about \$14,000, in three client matters over the course of four years); *Office of Disciplinary Counsel v. Robert S. Lucarini*, 504 Pa. 271, 472 A.2d 186 (1983) (Supreme Court disbarred attorney who admitted to repeatedly commingling and converting client funds); *Office of Disciplinary Counsel v. George J. Kanuck*, 517 Pa. 160, 174, 535 A.2d 69 (1987) (Respondent Kanuck suspended for five years for converting and commingling funds in five client matters; full restitution made prior to the involvement of the Office of Disciplinary Counsel); *Office of Disciplinary Counsel v. Anonymous*, No. 66 DB 1996, (S.Ct. Order dated 2/10/98) (D.Bd. Rpt. dated 11/17/97) (attorney received a five-year suspension for commingling and converting funds in at least fourteen client matters). Therefore, a

five-year suspension is within the range of discipline imposed on attorneys who have engaged in misconduct similar to Respondent's misconduct.

Moreover, Petitioner and Respondent submit that a five-year suspension is appropriate because Respondent's matter closely resembles the matter of *Office of Disciplinary Counsel v. Anonymous, No. 66 DB 1996*, where a five-year suspension was imposed.

In *Anonymous, supra*, the respondent engaged in a pattern of commingling and converting client funds (well in excess of \$100,000.00) that spanned from 1991 through 1994, involving at least fourteen client matters. D.Bd. Rpt. 4-45, 50. The Disciplinary Board found that the respondent had initially attempted to conceal his misconduct by misleading Petitioner in its investigation; however, the respondent cooperated with Petitioner's investigation after he retained counsel. D.Bd. Rpt. 46. The respondent presented evidence that he was abusing alcohol during the period of his misconduct in an effort to prove **Braun** mitigation; the Disciplinary Board determined that Respondent failed to meet his burden in establishing **Braun** mitigation. D.Bd. Rpt. 54-55. In mitigation, the respondent had no record of discipline in his twenty-five year career, made restitution (although five years passed before one client, from whom \$33,900.00 was taken, was made financially whole), admitted his misconduct was wrong,

and had taken action to address his personal problems. D.Bd. Rpt. 46, 55-56.

Like Respondent Anonymous, Respondent Cianfrani engaged in a pattern of commingling and converting client and third party funds (not less than \$116,000) that occurred over a period of time (sixteen months) and involved several client matters (at least ten). The mitigation evidence for both Respondent Cianfrani and Respondent Anonymous is similar, i.e., no record of discipline, restitution, cooperation, and remorse. In Respondent Cianfrani's favor is that unlike Respondent Anonymous, Respondent Cianfrani made complete restitution promptly and was candid and cooperative with Petitioner from the inception of Petitioner's investigation.

127. Petitioner and Respondent submit that a five-year suspension is appropriate discipline for Respondent's misconduct after considering precedent and weighing the mitigating factors.

WHEREFORE, Petitioner and Respondent respectfully request that:

- a. Pursuant to Rule 215(e) and 215(g), Pa.R.D.E., the three-member panel of the Disciplinary Board review and approve the above Joint Petition In Support Of Discipline On Consent and file its recommendation with the Supreme

Court of Pennsylvania in which it is recommended the Supreme Court enter an Order:

- (i) suspending Respondent from the practice of law for a period of five years; and
- (ii) directing Respondent to comply with all of the provisions of Rule 217, Pa.R.D.E.

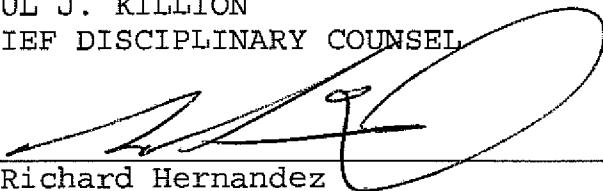
- b. Pursuant to Rule 215(i), the three-member panel of the Disciplinary Board order Respondent to pay the necessary expenses incurred in the investigation of this matter as a condition to the grant of the Petition and that all expenses be paid by Respondent before the imposition of discipline under Rule 215(g), Pa.R.D.E.

Respectfully submitted,

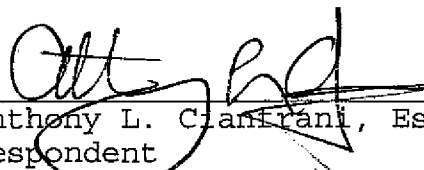
OFFICE OF DISCIPLINARY COUNSEL

PAUL J. KILLION
CHIEF DISCIPLINARY COUNSEL

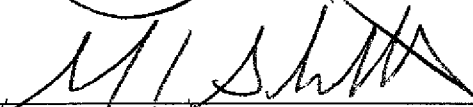
By


Richard Hernandez
Disciplinary Counsel

By


Anthony L. Cianfrani, Esquire
Respondent

By


Samuel C. Stretton, Esquire
Respondent's Counsel


BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, :
Petitioner :
: No. DB 2007
v. :
: Atty. Reg. No. 45866
ANTHONY L. CIANFRANI, :
Respondent : (Philadelphia)

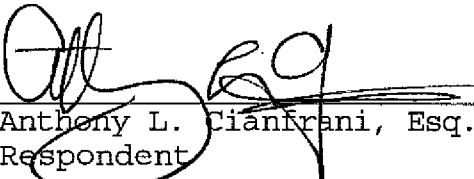
VERIFICATION

The statements contained in the foregoing Joint Petition
In Support of Discipline on Consent Under Rule 215(d),
Pa.R.D.E. are true and correct to the best of our knowledge or
information and belief and are made subject to the penalties
of 18 Pa.C.S. §4904, relating to unsworn falsification to
authorities.

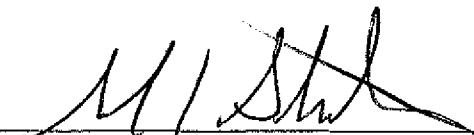
11/13/2007
Date


Richard Hernandez
Disciplinary Counsel

11-9-07
Date


Anthony L. Cianfrani, Esq.
Respondent

11/10/07
Date


Samuel C. Stretton, Esq.
Respondent's Counsel

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, :
Petitioner :
v. : No. DB 2007
ANTHONY L. CIANFRANI, : Atty. Reg. No. 45866
Respondent : (Philadelphia)

AFFIDAVIT UNDER RULE 215(d), Pa.R.D.E.

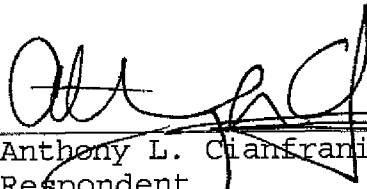
Respondent, Anthony L. Cianfrani, hereby states that he consents to the imposition of a suspension from the practice of law for a period of five years as jointly recommended by Petitioner, Office of Disciplinary Counsel, and Respondent in the Joint Petition In Support Of Discipline On Consent and further states that:

1. His consent is freely and voluntarily rendered; he is not being subjected to coercion or duress; he is fully aware of the implications of submitting the consent; and he has consulted with Samuel C. Stretton, Esquire, in connection with the decision to consent to discipline;

2. He is aware that there is presently pending an investigation into allegations that he has been guilty of misconduct as set forth in the Joint Petition;

3. He acknowledges that the material facts set forth in the Joint Petition are true; and

4. He consents because he knows that if charges predicated upon the matter under investigation were filed, he could not successfully defend against them.


Anthony L. Cianfrani, Esquire
Respondent

Sworn to and subscribed

before me this 9

day of NOV, 2007.


Notary Public

